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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

SAN JOSE DIVISION \*E-FILED - 4/21/05\*

14 DIRECTV, INC., a California corporation, Case No.: CV-04-3592 RMW  
15 Plaintiff, Honorable Ronald M. Whyte  
16 vs. **STIPULATION FOR VOLUNTARY**  
17 HILARIO ROMERO, **DISMISSAL OF DEFENDANT HILARIO**  
18 Defendant. **ROMERO AND REQUEST TO RETAIN**  
**JURISDICTION; [PROPOSED] ORDER**  
**THEREON**

20 IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  
21 (“DIRECTV”) and Defendant HILARIO ROMERO, through their respective counsel of record,  
22 that the above-captioned action be and hereby is dismissed with prejudice, pursuant to Fed. R.  
23 Civ. P. 41(a)(1), as to Defendant HILARIO ROMERO. Each of said parties to bear its/his own  
24 costs and attorney’s fees.

25 Defendant HILARIO ROMERO is the last remaining Defendant in this action.  
26 This entire action as to all remaining claims is hereby terminated in full.

27 The terms of the Confidential Settlement Agreement dated March 21, 2005  
28 ("Agreement") entered into between the Defendant and DIRECTV require installment payments

1 from Defendant, the last of which is not due to be received until November 2005. If the  
2 Defendant does not make any payment under the Agreement when due, DIRECTV is authorized  
3 to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for  
4 Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The  
5 parties therefore have consented, and hereby further stipulate and consent to, the retention of  
6 jurisdiction over them by this Court and to reference to a Magistrate Judge in this District for the  
7 purpose of enforcing the payment terms of the Agreement, including entering a Judgment against  
8 Defendant pursuant to the Stipulation. The parties therefore respectfully request that the Court  
9 retain such jurisdiction.

10 DATED: April 13, 2005

Respectfully Submitted,

11 BUCHALTER, NEMER, FIELDS & YOUNGER  
12 A Professional Corporation

13 By:

14   
15 Sandeep I. Shah  
16 Attorneys for Plaintiff DIRECTV, Inc.

17 DATED: April 13, 2005

PARR LAW GROUP

18 By:

19   
20 Shawn R. Parr  
21 Attorneys for Defendant HILARIO ROMERO

## **ORDER**

HAVING READ AND CONSIDERED the forgoing Stipulation for Voluntary Dismissal of Defendant HILARIO ROMERO and Request to Retain Jurisdiction, and such other pleadings, documents and records deemed appropriate by the Court, and good cause appearing therefore, IT IS HEREBY ORDERED:

- 6                             (1)    Defendant HILARIO ROMERO is hereby dismissed from this action with  
7 prejudice;

8                             (2)    Each of said parties to bear its/his own costs and attorney's fees; and

9                             (3)    The Court shall retain jurisdiction over DIRECTV and Defendant

10 HILARIO ROMERO to enforce the terms described above of the Settlement Agreement between

11 those parties dated March 21, 2005 and hereby refers any further proceedings in this action to

12 enforce such terms of the Settlement Agreement to a Magistrate Judge of this District.

Dated: 4/21/05

/S/ RONALD M. WHYTE

Honorable Ronald M. Whyte  
Judge of the United States District Court  
Northern District of California